

Levens to Watson et al

This agreement made and entered into this 26th day of May 1911 by and between T.F. Levens of Portland, Oregon, party of the first part, and G.H. Watson and W.F. Darr of Portland, Oregon parties of the second part, Witnesseth:

Whereas the said party of the first part has sold and conveyed to the said parties of the second part the southeast quarter of the southeast quarter of section 26 Township two North of Range six and Lots 5 6 and 7 in section 25 Township 2 North of Range 6 East of Willamette meridian excepting therefrom all of the exceptions and reservations described and set out in the deed from the said first party and his wife Minnie E. Levens to G.H. Watson and W.F. Darr, parties of the second part herein, dated the 26th day of May 1911 and Whereas the said party of the first part reserved and excepted from said land conveyed by said deed certain parcels of land as described and set out in said deed and also reserving and excepting certain rights and privileges for ingress and egress to and from said reservations and exceptions over and across the said conveyed premises and Whereas it was the purpose and intention of said party of first part that all of said reservations and exceptions coming to the said first party or running to his benefit shall not extend beyond a period of 25 years from the date of said deed or conveyance and that after the expiration of said 25 years or upon May 26th 1936, that all of the right title and interest of the said first party his heirs or assigns shall cease and shall at said time become the exclusive property of the said second party and Whereas the said first party has accepted from the second party a mortgage upon the said conveyed premises to secure the sum of \$6700.00 upon the said conveyed premises payable \$1000.00 on or before 60 days without interest; \$500.00 on or before one year with interest and \$5200.00 on or before five years with interest, to secure the balance of the purchase price of the said conveyed premises.

It is Therefore agreed by and between the parties hereto that the said first party shall make execute and deliver a good and sufficient quitclaim deed quitclaiming all his right title and interest in and to the said reservations and exceptions and place the same in escrow with the Portland Trust Company of Oregon to be held by said Portland Trust Company and to be delivered to the said parties of second part at the expiration of said time on May 25th 1936, provided however, that the said second parties their heirs or assigns shall pay or cause to be paid the said notes and mortgage promptly when the same become due and payable to the Portland Trust Company for the said party of the first part and the said Portland Trust Company shall accept as satisfaction of the payment of the said party of the first part only a proper satisfaction of the same signed by the said party of the first part or his assigns; and provided further that in the event of the failure of the said parties of the second part to pay the said mortgage at the time the same become due, that in such case the Portland Trust Company or Oregon shall return the said deed to the said party of the first part and thereupon this agreement shall cease to be effective and shall at once become null and void. It is understood and agreed by the said parties hereto that upon the compliance of the said second parties with the terms and conditions of this agreement referring to the payment of the said notes and mortgage the balance of the purchase price of said conveyed premises that the said deed in escrow shall continue to be held by the said Portland Trust Company until the time of the delivery thereof to-wit: May 26th 1936.

In Witness whereof the parties hereto have hereunto set the r hands and seals this
26th day of May 1911

In the presence of

W.G Hayes

W.A.Carter

State of Oregon

T.F.Levens, party of the first part
(Seal)

G.H?Watson (seal)

W.F Darr (Seal)

parties of the second part.

County of Multnomah, ss. On this the 26th day of May 1911 personally appeared before me, a
Notary public in and for said county and state, the within named T.F.Levens who is known
to me to be the individual described in and who executed the within instrument and acknowledged
that he executed the same freely for the uses and purposes therein mentioned.
Witness my hand and notarial seal this the day and year last above written.

W.A.Carter

(Notarial Seal)

Notary public for Oregon

Filed for record by W.G.Hayes on June 1st 1911 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

1.204

Levens to Watson and Darr

This agreement made and entered into on duplicate by and between T.F.Levenson and Minnie E
Levens his wife, of Portland, Oregon hereinafter called in this agreement as parties of the first
part, and George H. Watson and W.F. Darr of Portland Oregon, hereinafter called as parties of the
second part Witnesseth:

That Whereas the parties of the first part have this day sold and deeded certain lands in
the southeast quarter of the southeast quarter of section twenty six (26) and Lot five of
section twenty five 25 all in Township two (2) North of Range six (6) East of Willamette
Meridian in Skamania County Washington; and Whereas the said parties of the first part have
reserved in said deed a strip of land one hundred feet in width and twelve hundred feet in
length and a tract of land containing one and one half acre known as Ice lake and also certain
rock stone at the base of, or near Castle Rock and the right of way for ingress and egress
over certain parts of said premises for the purpose of developing and pertaining certain
minerals contained in said reserved lands, and whereas in consideration of said sale and of
said reservations being made and allowed by the parties herein, the parties of the first part
intend to sell and convey to the parties of the second part an undivided one half interest
of all the minerals to come from said reserved lands by mining or otherwise, and if sold or
leased as a whole, said parties of the second part are to receive one half ($\frac{1}{2}$) of all sums
received therefore, and are to be charged with one half ($\frac{1}{2}$) of all expenses of any kind
nature incurred in developing mining leasing or disposing of said minerals contained in
said lands. Now therefore the said parties of the first part and the said parties of the
second part do hereby undertake, promise and agree to use their best efforts to sell, lease
or otherwise investigate and develop the character or quality of the minerals contained in
said reserved lands heretofore mentioned and agree to use all honest efforts to get the value
out of said minerals for the parties herein.

It is Understood and agreed by and between the parties hereto that this contract shall